

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOROUGH OF BERNARDSVILLE

AND

**LOCAL 1158
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
A.F.L.- C.I.O.**

TERM OF AGREEMENT: JANUARY 1, 2003 - DECEMBER 31, 2005

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- 1) Antonio Marino - Salary position - File on Taxi
- 2) Vacation -
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AGREEMENT

This Agreement made this _____ day of _____ 2004, between the BOROUGH OF BERNARDSVILLE ("Borough") and LOCAL 1158, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O., (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the Public Employment Relations Commission certified the Union as the exclusive representative for the purpose of collective negotiations with respect to wages and terms and conditions of employment for clerical employees working full-time and regular clerical employees working part-time, at least 20 hours per week and those supervisors set forth in Addendum A, excluding confidential employees and supervisors, within the meaning of the Act, craft employees, professional employees, police and fire employees, casual employees, blue collar employees, library employees and all employees represented in other collective negotiation units.

Now, therefore, the Borough and the Union agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, but not limited to the following rights:

- A. The direction, management and arrangement of the working forces including the right to hire, discipline or discharge for cause, promote or lay off employees from duty because of lack of work or for other business reasons.
- B. The right to require employees to observe the Borough's established and documented rules and regulations, or the Borough's right to make new rules and regulations relating to the operation of it's facilities not inconsistent with the terms of this Agreement.
- C. The processes, techniques, methods and means of business practices.
- D. The selection of employees for promotion.
- E. To change the starting and ending time of the work day and the work schedule provided there is good cause for such change and the Union is given thirty (30) days prior notice.
- F. To determine and adjust job duties and assignments, to utilize non-bargaining unit personnel consistent with current practices and to subcontract.
- G. To determine the employee pay period and method for recording working hours.
- H. The enumeration above of management rights shall not be deemed to exclude other management prerogatives not herein above enumerated, except as specifically otherwise herein provided.

ARTICLE 2 – TERMS AND CONDITIONS OF EMPLOYMENT

Bargaining unit employees shall be entitled to all benefits and terms and conditions of employment provided by the Borough's Personnel Policy, which are only superseded by any specific term and condition covered by the instant collective bargaining agreement. These Personnel Policy benefits and terms and conditions of employment shall be applicable as they currently exist or may be increased, decreased or changed in the future.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Borough to ensure equal employment opportunity for all persons regardless of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sexual preference, sex or because of physical disability that does not interfere with the ability to do the work required or liability for service in the Armed Forces of the United States.

This policy shall be applied to all phases of employment; such as, recruitment, selection, appointment, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, layoff, recall discharge, disciplinary action, performance evaluation and use of all Borough facilities.

The designated Equal Employment Compliance Officer/Affirmative Action Officer shall receive any complaints of alleged discrimination from employees and applicants.

ARTICLE 4 - NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, other job action against the Borough or concerted activity against the Borough. Should the above occur the Borough shall have the right to discharge the employee(s) participating.

The Borough shall consider such conduct as abandonment of the employee's position.

ARTICLE 5 - UNION ACTIVITIES AND VISITATION

The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Borough work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Borough agrees that the activities described in the above paragraph of this Article may be conducted on the Borough property on free time of Union members who are employees of the Borough.

The employees shall be permitted to distribute Union literature in non-working areas on Borough property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation handled during working hours without an officer of the Employer or his representative being notified and his permission to do so obtained nor shall the investigation, presentation, discussion, processing or handling of grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Administrator and receiving permission. Said representative shall conduct his business in such manner so as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours. The Union shall keep the Borough currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Borough, and no one shall be deemed such a representative unless he is so designated by the Union to the Borough.

ARTICLE 6 - SHOP STEWARDS

The Union Business Manager or his designated Union Representative shall appoint a Union Shop Steward and an Assistant Shop Steward as well as any committee members. The Borough understands that the choice of and removal from office of Stewards, or committee members is a function of the Union. The Union shall notify the Borough within seventy-two (72) hours of any changes.

Union business shall not be conducted during regularly scheduled working hours unless approved by the Administrator.

ARTICLE 7 - BULLETIN BOARDS

The Borough shall provide space on existing bulletin boards for use by the Union, to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Business Manager of the Union or his designee and shall relate to the matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;

3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Reports of Union committees;
7. Any other material authorized by the Administrator and the Business Manager of the Union or his designee. No political campaign literature or defamatory material shall be posted. This article does not prohibit the Administrator from assigning space for bulletin boards to other organizations in which employees hold membership.

ARTICLE 8 - HIRING POLICY

In the event of a permanent vacancy in a bargaining unit position, said vacancy shall be posted for ten (10) calendar days before the position is filled. Until such time that a vacancy is filled, the Borough shall have the right to fill the vacancy on a temporary basis.

ARTICLE 9 - EMPLOYEE STATUS DEFINITIONS

Full-time - a regular employee appointed to a Borough position in the bargaining unit who has served the requisite probationary period and who regularly performs assigned duties each week for thirty-five (35) hours or more.

Hourly - an employee hired for seasonal, casual or temporary work, either full-time for a fixed duration or part-time for a fixed duration, and who is not eligible for benefits.

Regular Part-time - a regular employee appointed to a Borough position, working a minimum of twenty (20) hours per week on a regular basis.

ARTICLE 10 - LAYOFFS AND DEMOTIONS

The Borough shall have the right to lay off employees when it deems necessary. Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The Borough shall in cases of layoff provide the Union reasonable notice of such layoff and forward a copy of the names of those to be laid off to the Union.

Recall, if any, shall be based upon the needs of the Borough.

ARTICLE 11 - SENIORITY

Seniority is defined as an employee's continuous length of service with the Borough beginning with his/her date of hire.

Reasons for termination of seniority and recall right forfeiture are as follows:

1. Failure to notify the Employer of intent to return to work within five (5) working days after the date recall notice is sent, by certified mail, to the employee's last address on record with the Employer or failure to report for work within ten (10) working days after the date recall notice is sent, by certified mail, to the employee's last address on record with the Employer.
2. If the employee quits.
3. If the employee is discharged.
4. If the employee is absent from work for five (5) consecutive working days without advising the Borough and giving reasons satisfactory to the Borough for such absence.
5. If the employee overstays a leave of absence.
6. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
7. If the employee is laid off for a continuous period of twelve (12) months.

ARTICLE 12 - PERSONNEL RECORDS

Confidential Nature and Review by Employees - Adequate personnel records shall be maintained for each employee of the Borough. These records are considered to be of a confidential nature and are available only to the employee or management on a need-to-know basis. Employees are entitled to review the contents of their own personnel folder but not those of other employees.

Employees wishing to see their personnel folders will arrange with the Administrator's Office for an appointment in advance. Any such review of a personnel folder by the employee will be done in the presence of an authorized member of the administrative staff. Employees will not be permitted to take their personnel folder from the Administrator's Office nor may documents be removed from or added to the folder. Employees may obtain copies of material in their own file at the same cost as charged to the public. Employees shall have the right to insert written rebuttals to any material in their Personnel file.

ARTICLE 13 - VITAL INFORMATION

It is the responsibility of each employee to notify the Administrator's Office of any change in vital information as listed below:

1. Name;

2. Address;
3. Telephone Number;
4. Marital Status;
5. Dependent Children;
6. Deductions on W-4 form;
7. Change in status for health programs;
8. Change of beneficiary on pension or life insurance policies;
9. Change in status of Deferred Compensation Plan;
10. Change in status of payroll deductions, if any.

Changes will be made and information will be updated when the employee notifies the Administrator's Office.

ARTICLE 14 - PROBATIONARY PERIOD

There is established a probationary period of six (6) months during which time an employee learns the duties and responsibilities of the position. The employee's work performance and conduct will be evaluated to determine whether the employee merits regular status.

If the employee's performance has been satisfactory after serving their probationary period, the employee will upon recommendation of the Administrator attain regular status in that position. If the employee's performance is unsatisfactory during this probationary period, the Borough may dismiss the employee, or in the case of promotion, revert the employee back to the former position if that position is still open.

In all cases an employee appointed to any position will be subject to a minimum probationary period of six (6) months. The Borough may extend the probationary period, or in the case of promotion, revert the employee back to the former position if that position is still open, or dismiss the employee. A grievance regarding a probationary employee's dismissal or demotion shall not proceed beyond the Administrator's level.

ARTICLE 15 - PROMOTIONS AND JOB POSTING

In the event of an open position in the bargaining unit, the Borough shall post a notice and provide a copy to the Union. Interested members may apply for the open position and seniority will be considered as a factor in filling the position, if reasonably possible. If reasonably possible, the notice for the open position shall be posted for a period of ten (10) days during which time the Borough may fill the position temporarily.

Promotion is an advancement to a position having a higher level of duties and responsibilities and/or to a greater salary range.

Criteria for promotion shall be determined by the Borough. After promotion, the first six (6) months in that position shall be considered as a probationary period.

ARTICLE 16 - RESIGNATION

An employee may resign by giving the department head a minimum of fourteen (14) days written notice.

If any employee resigns without giving the required notice, the employee shall be considered as having resigned "not in good standing" and will not receive payment for any accrued vacation payment nor be considered for re-employment.

An employee who is absent from work for a period of five (5) consecutive days without notice to or authorization from the Administrator will be considered as having resigned "not in good standing".

Any vacation entitlement owed to the employee will be prorated on an earned basis.

If the employee has taken more vacation than the prorated entitlement, payment will be made to the Borough by deduction from the employee's paycheck. Any vacation leave in lieu of vacation pay will be granted at the discretion of the Administrator.

Before the Administrator shall issue a check to the employee, it will be the responsibility of the employee to turn in to the Borough any municipal property which the employee may have been entrusted with. The Borough shall confirm to the Administrator that all Municipal property entrusted to the employee has been returned.

ARTICLE 17 - RETIREMENT

All full-time employees who have been employed by the Borough for a minimum of twenty (20) years, shall be entitled to retirement leave, with pay, equivalent to one (1) week for each year of service less five (5). In the event service with the Borough has been non-continuous, the employee must have served the last five (5) years continuously up to the date of retirement to qualify for this benefit. The twenty (20) years can include up to but not exceeding seven (7) years of part-time service. However, severance shall only be granted for the years of full-time service less five (5). Example: seven (7) years part-time service, thirteen (13) years full-time service would equal twenty (20) years service. Severance benefit would be thirteen (13) years less five (5), not twenty (20) years less five (5).

ARTICLE 18 - DUES DEDUCTION

The Borough agrees to deduct Union dues and any Union initiation fees for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the Borough, a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Borough.

The Borough agrees to deduct 85% of the current dues from the wages of any employee who has elected not to become a member of Local 1158, of the International Brotherhood of Electrical Workers, A.F.L.-C.I.O.

The Borough will deduct the current union dues from the pay of the employee(s) bi-weekly, however, not more than two (2) times in any one month provided that if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Borough will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the Borough and only such amounts becoming due and payable in such month. The Borough shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 15th day of the following month or as soon thereafter as possible.

In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough notice of the change at least thirty (30) days prior to the effective date of such change.

The Union shall indemnify and hold the Borough harmless against any and all claims, demands, suits, attorney fees or other forms of liability that shall arise out of or by reason of action taken or not taken by the Borough for purpose of complying with the provisions of this Article.

ARTICLE 19 - MERIT INCREASES

The employer may at its discretion grant individual merit increases after first notifying the Union.

ARTICLE 20 - HEALTH, DRUG AND DENTAL BENEFITS

Members of the bargaining unit shall receive the same health benefits plan under the same terms as is received by the Borough's non-represented employees. In the event said plan is going to change, the Union shall receive notice of said changes thirty (30) days prior to the effective date of said changes.

ARTICLE 21 - ON THE JOB INJURY

A. When any employee shall be injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Mayor and the Council of the Borough of Bernardsville to examine such person, the Mayor and Council of the Borough of Bernardsville may, by resolution pursuant to N.J.S.A. 40:A9-7, grant the injured or disabled employee a leave of absence with pay for a period not

exceeding six (6) months. The employee shall not be charged any sick leave time for time lost due to aforesaid injury or disability.

B. Any employee shall reimburse the Borough from monies he may receive as Workers' Compensation, temporary benefits or from possible legal settlement from or judgment against the person or persons responsible for the injury.

ARTICLE 22 - SICK BENEFITS

A. Temporary and part-time employees are not eligible for sick leave benefits under this section.

B. A certificate from a physician designated by the Borough or the employee's own physician may be required as sufficient proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from a physician may be required before returning to work.

C. For disability because of sickness or an accident each full-time employee is entitled to the disability benefit shown in the following table during the continuance of the disability.

Length of Continuous Service at Date of Disability	100% Salary for	2/3 of Salary for	1/3 of Salary for
1 st year of continuous service	1 week	4 weeks	4 weeks
2 nd year of continuous service	2 weeks	6 weeks	8 weeks
3 rd year of continuous service	4 weeks	8 weeks	12 weeks
4 th year of continuous service	6 weeks	10 weeks	16 weeks
5 th year of continuous service	8 weeks	12 weeks	20 weeks
6 th year of continuous service	10 weeks	14 weeks	24 weeks
7 th year of continuous service	13 weeks	16 weeks	23 weeks
8 th year of continuous service	16 weeks	18 weeks	18 weeks
9 th year of continuous service	21 weeks	22 weeks	9 weeks
10 th year of continuous service	26 weeks	26 weeks	0

Weeks refer to calendar weeks from the date of disability pro-rated for actual time out of work, Length of service means that completed at the time disability occurs. Only full years of continuing service shall be considered, parts of years shall not be pro-rated.

D. New employees shall accrue sick leave at the rate of one (1) day per month of service, up to a maximum of five (5) days during the first year of employment.

E. A second period of disability is considered a new disability with benefits beginning anew at one hundred (100%) percent of salary level if it arises from a different cause. If it arises from the same cause and there has been a period of six (6) or more continuous weeks back at work after the first period of disability, the benefit payments shall commence at the one hundred (100%) percent of salary level and follow the above schedule assuming the date of disability to be at the date of the recurrence. In either case, the maximum number of weeks during which any benefit will be paid is reduced by the number of weeks benefit paid in the fifty-two (52) weeks just preceding the date of disability. Borough approved leaves of absence, including leaves for Military Service, do not constitute a break in service.

F. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for a period totaling eight (8) or more days in one (1) calendar year consisting of periods of one (1) or more days, shall be required to submit acceptable medical evidence for any additional sick leave in that year. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary Action.

G. Each employee shall report to active duty after each illness or injury where the services of a physician were required only after first presenting to the Borough Clerk a final physician's statement indicating that he is again fit for active duty.

H. The Borough Clerk reserves the right to require a medical examination at any time during disability at the expense of the Borough.

I. Payment for disability due to sickness or accident shall not be allowed under the following conditions:

1. If the employee, when under medical care, fails to carry out the instructions of the attending physician.
2. If, in the opinion of the Borough Medical Examiner, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

J. Leave for ordinary medical or dental care or for the services of an eye specialist for normal eye care do not qualify as a disability as such professional services are readily available outside of normal working hours.

K. Any employee receiving disability payments who, in addition, qualifies for payments under Workers' Compensation benefits, shall, during the period he is receiving such benefits, be entitled to no greater portion of his disability payments than the net difference between the them.

L. It shall be the responsibility of the employee to notify his supervisor of an absence due to illness as soon as is reasonably practicable. Failure to so notify may result in a forfeiture of such sick leave credit.

M. No employee who is injured while employed otherwise than for the Borough shall be entitled to sick leave benefits as provided herein or seek reimbursement under the Borough's Workers' Compensation Insurance coverage.

ARTICLE 23 - DEPARTMENTAL RULES AND REGULATIONS

All new Rules and Regulations, Policies and Procedures not covered by the Management's Rights clause affecting working conditions or terms and conditions of employment will be submitted to the Union for review and discussion before being implemented.

ARTICLE 24 - ATTENDANCE

Regular and punctual attendance of employees is essential for the efficient operation of the business of the Municipality. Employees are required to be present and ready for work at their designated work stations, at the specified starting times and up to closing time unless they are sick or on authorized leave.

Unsatisfactory attendance includes abuse of sick leave, absences that precede or follow regularly scheduled days off or holidays and continual tardiness.

Any employee who is absent from work for a period of five (5) consecutive workdays without notification to, or authorization from the department head, will be considered as having resigned "not in good standing" unless such absence is due to medical reasons.

Employees have the responsibility to notify their supervisor or department head within fifteen (15) minutes of their starting time if they are going to be absent or late on any particular day. If the employee does not speak to their supervisor when calling in and only leaves a voice message, the employee shall also contact the Clerk's office.

Employees must first be warned in writing about excessive absences and lateness before any recommended disciplinary action is taken against said employee.

Abuse of the attendance policy may be cause for disciplinary action.

ARTICLE 25 - HOURS

Working hours may be changed for good reason by the Borough with thirty (30) days written notice to the Union.

ARTICLE 26 – OVERTIME

In order to meet the demands of work within the Borough, employees may be required to work in excess of the hours of work designated as the normal work day for their class title.

Overtime will be authorized by the department head, and overtime opportunities will be distributed as equally as possible among employees in the same job classification within each department.

Employees of the Borough shall be paid overtime at the rate of one and half times the hourly rate of pay after forty (40) hours of work, except the Director of Recreation, Court Administrator and Tax Collector.

ARTICLE 27 - GRIEVANCE PROCEDURE

A grievance is defined as a disagreement concerning the terms of this Agreement. It is the policy of the Municipality that every employee at all times be treated fairly, courteously and with respect. Conversely, every employee is expected to accord the same treatment to their associates, supervisor and the public.

All grievances shall proceed in the following manner:

Step 1 - The grievance shall be made in writing and shall be taken up by the shop steward along with the aggrieved employee with his immediate supervisor or department head within five (5) days of the occurrence. The supervisor or department head shall answer the grievance in writing within five (5) working days.

Step 2 - If the grievance is not satisfactorily resolved in Step 1, it shall be reduced to writing by the employee within five (5) working days and referred to the Administrator for further discussion. A meeting will be held between the Administrator, shop steward the aggrieved employee and the aggrieved's Union representative within five (5) working days from submission. The answer of the Administrator shall be in writing and shall be given to the aggrieved employee and his/her representative within five (5) working days following the meeting.

Step 3 - If the grievance is not satisfactorily resolved in Step 2, it shall be forwarded to the Personnel Committee by either the aggrieved employee or the Union with five (5) working days. A meeting will be held between the Personnel Committee or its designated representative, shop steward, aggrieved employee and the Union representative within five (5) working days from submission. After a review of the matter, the Personnel Committee shall render a decision as soon as is reasonably possible.

ARTICLE 28 - HOLIDAYS and PERSONAL DAYS

All regular full-time employees are entitled to thirteen (13) paid holidays a year. These holidays are:

New Year's Day
Lincoln's Birthday
Presidents' Day
Good Friday
Memorial Day
Fourth of July

Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Floater Day

Labor Day

The one (1) floating holiday in celebration of Martin Luther King's Birthday, may be taken on the actual holiday or at any other time during the year, with the approval of the Department Head.

Holidays which fall on Saturday will be observed the preceding Friday and those which fall on Sunday will be observed the following Monday. If an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day.

Employees required to work on a holiday will be paid time and one-half for all hours worked in addition to their regular holiday pay.

Regular part-time employees shall be entitled to three (3) paid holidays per year as follows:

Fourth of July
Thanksgiving
Christmas Day

ARTICLE 29 - VACATION

Full-Time Employees

a. An employee hired on or before the fifteenth day of the month shall be credited with a full month of service in computing vacation time.

b. Vacations shall be scheduled by Department Heads in such manner as to insure adequate levels of personnel to operate such departments efficiently.

c. Employees who have been in the service of the Borough continuously for the preceding ten (10) months prior to January 1 of the current calendar year are entitled to two (2) weeks vacation with pay (ten (10) working days) during each calendar year.

d. New employees with less service are entitled to one (1) day of paid vacation for each month of service prior to the beginning of the calendar year.

e. Employees who terminate service will be paid for their unused regular or special vacation at a rate equivalent to their normal salary.

f. Full-time employees shall be entitled on their service anniversary to Annual special Days Vacation with pay as follows:

1. After four (4) years of continuous employment three (3) additional days.
2. After seven (7) years of continuous employment five (5) additional days.
3. After fourteen (14) years of continuous employment ten (10) additional days.

g. All vacation days must be taken prior to May 31 of the second year succeeding the year earned. Accumulation of vacation leave beyond May 31 of the second year succeeding the year in which earned may be permitted only with the consent of the Borough Administrator and the appropriate Council Committee.

ARTICLE 30 - BEREAVEMENT LEAVE

Each full-time employee shall be entitled to three (3) days bereavement leave with pay for the loss of a husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or relative in the same household. Such period shall not be charged to vacation or sick leave.

ARTICLE 31 - JURY DUTY

Full-time and regular part-time employees selected for Jury Duty shall be excused from work while on Jury Duty. Such employee's salary and related benefits shall continue as if such employee were present for work and will be compensated at their regular rate of pay provided, however, that all monies received except travel allowance are to be returned to the Borough. Other employees will not be compensated.

ARTICLE 32 - WAGES

All regular full-time and regular part-time employees shall receive an across-the-board increase as follows:

<u>Effective Date</u>	<u>Increase</u>
January 1, 2003	3.8%
February 1, 2004	3.8%
January 1, 2005	3.0%

ARTICLE 33 - TUITION REIMBURSEMENT

Employees may be eligible for consideration for tuition reimbursement for work related courses. An employee must request approval from the Borough Administrator prior to registering for the course. Approval shall be at the discretion of the Borough.

ARTICLE 34 - SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 35 - CALL OUTS

The Borough agrees that an employee called out shall receive compensatory time at the rate of time and one-half for a minimum period of two (2) hours if the employee has worked more than forty (40) hours in that pay period, or straight time for a minimum period of two (2) hours if the employee has worked forty (40) hours or less in that pay period.

Full-time employees acting as secretaries at evening meetings held after 6:00 p.m. shall be paid one and one half (1.5) times their regular hourly rate.

The employees in exempt positions in the bargaining unit shall not receive overtime or compensatory time unless agreed to by the Borough. The Court Administrator shall receive compensatory time for call outs in accordance with the provisions of the preceding paragraph.

ARTICLE 36 - UNIFORM ALLOWANCES

The practice regarding uniforms shall continue.

ARTICLE 37 - TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2003 through December 31, 2005. When signed by the Borough and the Union or their duly authorized representatives(s), it shall remain in force and effect until midnight December 31, 2005, and thereafter from year to year unless either desire to change, modify or abrogate same, in which event they shall notify the other party in writing one hundred twenty (120) days prior to the expiration date of the actual changes desired. Negotiations shall commence within thirty (30) days of detailed notifications. Any notice may be given to either or the parties at the following address by registered mail or by personally delivering same to:

LOCAL 1158
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
A.F.L.-C.I.O.
1149 BLOOMFIELD AVENUE
CLIFTON, NEW JERSEY 07012

OR

BOROUGH OF BERNARDSVILLE
ROUTE U.S. 202, P.O. BOX 158
BERNARDSVILLE, NEW JERSEY 07924

ARTICLE 38 - FULLY BARGAINED PROVISIONS

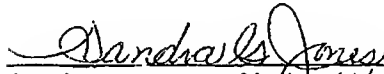
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained issues which were the subject of negotiations when the Agreement was negotiated.

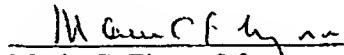
Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ATTEST:

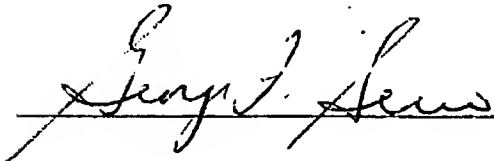
BOROUGH OF BERNARDSVILLE



Sandra G. Jones, Clerk 10/7/04


Marie C. Flynn, Mayor

WITNESS:

LOCAL 1158, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, A.F.L.-C.I.O.




Joseph P. Calabro, Business Manager

ADDENDUM A

Recreation Director

Court Administrator

Tax Collector

ORDINANCE #07-1454
SALARY ORDINANCE FOR BOROUGH EMPLOYEES
WHO ARE MEMBERS OF THE I.B.E.W., LOCAL 118

WHEREAS, the Borough of Bernardsville entered into an agreement with the IBEW Local 118 and are required to adjust salaries in accordance with said agreement;

BE IT ORDAINED, as follows, pursuant to the collective bargaining agreement, by the Mayor and Council of the Borough of Bernardsville in the County of Somerset and State of New Jersey, that the annual base salary (not including overtime) and/or hourly rates for designated employees who are members of the I.B.E.W., Local 118, for the period January 1, 2006 through December 31, 2008, are as follows:

SUPERVISORS

<u>Name</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Cheryl Ferrante, Recreation Director	56,171	58,418	60,755
Theresa Crisafulli, Court Administrator	45,672	47,499	49,399
Antonietta Marino, Tax Collector	57,057	59,339	61,713

CLERICAL

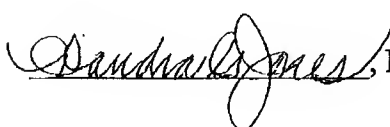
<u>Name</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Cindy Beringer, Rec. Program Coordinator	27,507	28,607	29,751
Denise Bobinski, Clerk/Construction	15.67/hr.	16.31/hr.	16.96/hr.
Elaine Broyles, Zoning Enforcement	46,710	48,578	50,521
Celeste Hartmann, Purchase Order Entry Clerk	13.50/hr.	-----	-----
Carole Harvay, Secretary	31,267	32,518	33,819
Carole Harvey, Registrar (Stipend)	500	500	500
Jane Leyhan, Tax/Court Clerical	15.97/hr.	16.61/hr.	17.27/hr.
Barbara Margolese, Clerk/Construction	14.01/hr.	14.57/hr.	15.15/hr.
Richard McCorry, Records Clerk	33,412	34,748	36,138
Joseph Sutula, Animal Control Officer	36,461	37,919	39,436
Theresa Tangorra, Police Secretary	40,654	42,280	43,971
Joy Vavrek, PB/BOA/Eng. Secretary	30,599	31,823	33,096

New employees on 6 month probation

	<u>2006</u>	<u>2007</u>	<u>2008</u>
Richard Cummo, Purchase/Order Entry Clerk	15.00/hr.	15.60/hr.	16.22/hr.
Celeste Hartmann, Tax Assessor Clerical	28,000	29,120	30,285

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed. This ordinance shall take effect twenty days after final passage and publication, according to law. Salary increases shall be retroactive to January 1, 2006.

ATTEST:

 Patricia Jones, Borough Clerk

ORDER OF THE BOROUGH COUNCIL
 , Mayor

WAGES

Name	1-1-02	1-1-03	2-1-04	1-1-05
Cheryl Ferrante	48,763/yr.	50,616/yr.	52,539/yr.	54,115/yr.
Theresa Crisafulli			42,720/yr.	44,000/yr.
Antonietta Marino	49,531/yr.	51,413/yr.	53,367/yr.	54,968/yr.

Name	1-1-02	1-1-03	2-1-04	1-1-05
Michael Amato	29,005/yr.	30,107/yr.	31,251/yr.	32,189/yr.
Gail Bell	13.98/hr.	14.51/hr.	15.06/hr.	15.51/hr.
Gail Bell	14.53/hr.	15.08/hr.	15.65/hr.	16.11/hr.
Denise Bobinski	13.62/hr.	14.14/hr.	14.67/hr.	15.11/hr.
Keith Bucciarelli	33,000/yr.	34,254/yr.	35,556/yr.	36,623/yr.
Carole Harvey	27,143/yr.	28,174/yr.	29,245/yr.	30,122/yr.
Registrar Stipend	500/yr.	500/yr.	500/yr.	500/yr.
Vacant			26,000/yr.	26,780/yr.
Jane Leyhan	13.86/hr.	14.39/hr.	14.94/hr.	15.39/hr.
Joseph Sutula	31,652/yr.	32,855/yr.	34,103/yr.	35,126/yr.
Theresa Tangorra	35,292/yr.	36,633/yr.	38,025/yr.	39,166/yr.
Joy Vavrek	26,563/yr.	27,572/yr.	28,620/yr.	29,479/yr.
Annie Yip	12.37/hr.	12.84/hr.	13.33/hr.	13.73/hr.